

JUDGE CROTTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TRUSTEES OF THE UNITE HERE NATIONAL
HEALTH FUND and TRUSTEES OF THE LAUNDRY,
DRY CLEANING WORKERS AND ALLIED
INDUSTRIES RETIREMENT FUND, UNITE HERE!,
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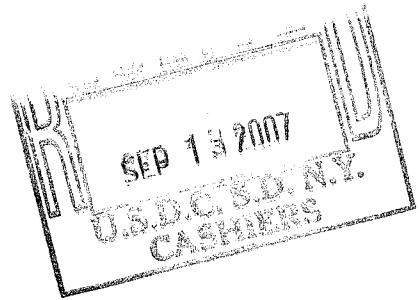
Plaintiffs,

-against-

FDR SERVICES CORP. OF VIRGINIA, INC.
a/k/a TARTAN TEXTILE SERVICES,

Defendant.

COMPLAINT



Plaintiffs, by their attorney Mark Schwartz, Esq., complaining of Defendant, respectfully allege as follows:

NATURE OF ACTION

1. This is an action by plan fiduciaries to enforce the provisions of a collective bargaining agreement and certain statutory obligations imposed upon Defendant by Section 515 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1145.

JURISDICTION

2. The jurisdiction of this Court is invoked pursuant to Section 301(a) of the Labor Management Relations Act of 1947, as amended ("LMRA"), 29 U.S.C. § 185(a) and Sections 502(a), (e) and (f) of ERISA, 29 U.S.C. § 1132(a), (e) and (f).

VENUE

3. Venue is properly laid in this Court pursuant to Section 301(a) of the LMRA, 29 U.S.C. § 185(a); Section 502(e) (2) of ERISA, 29 U.S.C. § 1132(e) (2); and 28 U.S.C. § 1391(b).

THE PARTIES

4. Plaintiff UNITE HERE National Health Fund (“Health Fund”) is an “employee benefit plan” as defined in Section 3(1) of ERISA, 29 U.S.C. § 1002(1). Plaintiff Trustees of the Health Fund are fiduciaries within the meaning of Section 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3), as defined in Section 3(21) of ERISA, 29 U.S.C. § 1002(21). The Health Fund maintains its principal offices at 730 Broadway, New York, New York 10003.

5. Plaintiff Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE! (“Retirement Fund”) is an “employee pension benefit plan” as defined in Section 3(2) of ERISA, 29 U.S.C. § 1002(2). Plaintiff Trustees of the Retirement Fund are fiduciaries within the meaning of Section 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3), as defined in Section 3(21) of ERISA, 29 U.S.C. § 1002(21). The Retirement Fund maintains its principal offices at 275 Broadway, New York, New York 10001.

6. Upon information and belief, Defendant FDR Services Corp. of Virginia, Inc. d/b/a Tartan Textile Services is a Virginia corporation having or having had its principal place of business at 26 Kelly Drive, Front Royal, Virginia 22630.

7. Mid-Atlantic Regional Joint Board of UNITE HERE, (“the Union”) is an unincorporated “labor organization” as defined in Section 3(4) of ERISA, 29 U.S.C. §

1002(4). Upon information and belief, the Union and Defendant have been parties to a series of collective bargaining agreements covering all relevant periods herein. Pursuant to said collective bargaining agreements, contributions to Plaintiff Funds were and are due to be paid monthly by Defendant.

**AS AND FOR A FIRST CLAIM FOR RELIEF BY PLAINTIFF
TRUSTEES OF THE HEALTH FUND AGAINST DEFENDANT**

8. Plaintiff Trustees of the Health Fund repeat and reallege each and every allegation contained in paragraphs "1" through "7" of this Complaint with the same force and effect as if set forth at length herein.

9. Contributions to the Health Fund from Defendant for the months of April 2007 through and including September 2007 have not been made and are now due and owing. By reason thereof, Defendant is liable to the Health Fund in the sum of \$78,774.92 for the period stated.

10. No prior application has been made for the relief requested herein.

**AS AND FOR A SECOND CLAIM FOR RELIEF BY PLAINTIFF
TRUSTEES OF THE RETIREMENT FUND AGAINST DEFENDANT**

11. Plaintiff Trustees of the Retirement Fund repeat and reallege each and every allegation contained in paragraphs "1" through "7" of this Complaint with the same force and effect as if set forth at length herein.

12. Contributions to the Retirement Fund from Defendant for the months of June 2007 through and including September 2007 have not been made and are now due and owing. By reason thereof, Defendant is liable to the Retirement Fund in the sum of \$3,240.83 for the period stated.

13. No prior application has been made for the relief requested herein.

**AS AND FOR A THIRD CLAIM FOR RELIEF BY
PLAINTIFF TRUSTEES OF THE FUNDS AGAINST DEFENDANT**

14. Plaintiff Trustees of the Funds repeat and reallege each and every allegation contained in paragraphs "1" through "13" of this Complaint with the same force and effect as if set forth at length herein.

15. Defendant is now failing and, upon information and belief, will continue to fail to make contributions to the Funds in accordance with the terms and conditions of such Funds and the collective bargaining agreement between Defendant and the Union unless restrained by the Court.

16. No prior application for the relief requested herein.

WHEREFORE, Plaintiffs respectfully pray for an order and judgment:

a. Directing Defendant to pay to the UNITE HERE National Health Fund the sum of \$78,774.92;

b. Directing Defendant to pay to the UNITE HERE National Health Fund interest on the sum set forth in paragraph "(a)" herein, to be computed at an interest rate as prescribed by the Health Fund, pursuant to Section 502(g)(2)(C)(i) of ERISA, 29 U.S.C. § 1132(g)(2)(C)(i);

c. Directing Defendant to pay to the UNITE HERE National Health Fund liquidated damages, to be computed at a rate as prescribed by the Health Fund, pursuant to Section 502(g)(2)(C)(ii) of ERISA, 29 U.S.C. § 1132(g)(2)(C)(ii);

d. Directing Defendant to pay to the UNITE HERE National Health Fund the reasonable attorneys' fees and costs of the action, pursuant to Section 502(g)(2)(D)

of ERISA, 29 U.S.C. § 1132(g)(2)(D);

- e. Directing Defendant to pay to the Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE! the principal sum of \$3,240.83:
- f. Directing Defendant to pay to the Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE! interest on the sum set forth in paragraph "(e)" herein, to be computed at the rate of 10% per annum;
- g. Directing Defendant to pay to the Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE! liquidated damages on the sum set forth in paragraph "(e)" herein, to be computed at the rate of 10% per annum, as prescribed by the Retirement Fund, pursuant to the Section 502(g)(2)(c)(ii) of ERISA, 29 U.S.C. § 1132(g)(2)(C)(ii);
- h. Directing Defendant to pay to the Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE! late charges to be computed at a rate of fifteen (15%) percent per annum for every month or part of the month for which payment is delinquent;
- i. Directing Defendant to pay to the Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE! attorneys' fees totaling fifteen (15%) percent of the aggregate amount of the delinquent contributions, interest and late charges owed to the Retirement Fund;
- j. Directing Defendant to pay to the Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE! all accountants' and auditors' fees and court costs of the instant action; and
- k. Directing that Defendant be restrained and enjoined permanently from

becoming or remaining delinquent in its contributions to the UNITE HERE National Health Fund and the Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE!, and ordering Defendant to make such contributions in accordance with the terms and conditions of the Funds' rules and regulations and the collective bargaining agreement between Defendant and the Union.

1. Granting such other legal and equitable relief as the Court deems appropriate.

Dated: New York, New York
September 12, 2007

TRUSTEES OF UNITE HERE NATIONAL
HEALTH FUND and TRUSTEES OF
LAUNDRY, DRY CLEANING WORKERS
AND ALLIED INDUSTRIES
RETIREMENT FUND, UNITE HERE!
Plaintiffs

By:



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